Exhibit 17

Record Information

Name: John Welch

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Date	Notes
7/30/2007	John was supposed to report to work in Melville but did not. I left several messages (6) on his cell phone throughout the day concerned about him. He was a no call no show.
7/31/2007	Reviewed with John his restrictions upon his return to work. 8 hours per day and no lifting over 40 pounds. I told John that it was important to me that I help him stay with in the restriction guidelines and that I would be monitoring his hours each day.
7/31/2007	Kevin DiLibero and myself had a meeting with John in Kevins office. We reviewed with John the following: No call no show on Monday 7/30/07 He was cleared to return to work with restrictions Monday 7/30/07 Verified that he had medical notes to support his retrictions and to explain the importance of putting John through the ADA process for consistency and integrity. John appologized about his absence and told us both that he would not evver do this again and that it was totally wrong. We told John that we placed him in this job to accommodate him but that we needed his full support and engagement and that we would work with him during his medical sleep testing and whatever else he needed.
8/1/2007	Told John I needed him to get organized as soon as possible and to start by going through the binders and getting a feel for where everything is located and to set up desk so he had a good job set-up before he digs into anything major.
8/2/2007	Reported for work
	.
8/27/2007	I needed to go back into this file today Monday, August 27th after my return from vacation. I have had several conversations with John in the last few weeks about getting set up in the office - going through all of the files and books and set up his own system. I told John he can not begin to be successful until he knows ahere everything is. and John agreed. Today I noticed John was not at his desk most all of the morning from about 7:00am on. I know some that time was down on the floor. I received a voicemail from him about 935am (I actually listened to it about 1135 after several attempts to get him on the cell phone) stating that he was on his way to his lawyer because he was in "a world of shit" with everything that's going on. I then received a text on my personal cell telling me he was at the lawyer in a conference.Knowing all that is and has been going on in John's world, I sent him a reassuring text saying I got his message and that he should take care of his business and that I would take care of the Responder training in Melville. I wanted John to know that work was OK so he could focus on cleaning up his personal stuff. I know how hard it can be with balancing work and on the outside. I felt compelled to begin documenting again because I am not sure how and if John is capable of doing his job down the road. John also told me in his voicemail that he will need to go to his psycologist Tuesday 8-28-07 as well. I also asked John to reach out to the other compliance folks and ask then to come over and see his books and files to see if improvements or best practices can be used here in Melville.
9/5/2007	Wednesday - I asked Tom Fleming (who was supposed to do Day 4 of a Melville responder class - no one showed) to audit the CHSP books of John Welch. Tom told me the next day (Thursday over a phone conversation) that the book were in bad shape and looked like they were not touched since John arrived in the facility. They are still pictures, prevention reports, signatures, etc that were missing from just the 2 months John was there (never mind when Nick was here). He also still had not updated and posted the minutes from the last safety meetings.
9/10/2007	Monday - came into Melville and about 800 am asked where John was. Adolph said he saw him in office earlier. Later on that morning, I text John about 930 am asking him where he was because I wanted to review his books. He text me back Supreme Court. I have been supporting John through all of his personal stuff but he repeatdidly does not tell me where he is going and just does it. I told John later on when I saw him in the afternoon that I need to know what is going on and he can not not tell me. There are many ways to communicate - cell, email, voicemail, sticky notes. I told John that I can not protect I also at this point think John can not handle this position not because of his personal stuff but it requires continuous

Record Information

Name: John Welch

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Date	Notes
9/11/2007	Met with John Early Tuesday morning and reviewed the 4 areas that I had repeadily asked him to work on.
	CHSP books, Bulletin boards, Missing documents, and SWM certification. I asked John if he could handle this job
	because it requires great organizational skills and great record keeping and he said he could but theres a lot of things to
	do. I told John that I did not want to allow the facility to crash while Inder his watch and if I needed to move hime to another
	job I would.
	I told john that the simple task like the bulletin boards still had minutes and 12 month plans form May 2007. I told him
	that was unacceptable.
	I concluded the coinversation by telling him that he must immediately work on those 4 areas mentioned above. I asked him
	again if he needed any help or he thought he could not do the job that he must talk to me.
9/13/2007	Received a voicemail from John saying that he needs help and that he may not be able to do the job. He said he was
	working 12-13 hours. I immediately called John and told him that I was hurt he sent that voicemail because I iinstructed
	him back in July that no matter what happens that he is responsible to control his own hours. Debbie and Stephanie
	were in the office at the time I made this statement.
9/19/2007	Received a voicemail saying he was having trouble with his lawyer. He came into work at 2 am because he could not sleep
	told me he had 3 weeks of vacation that he would need to schedule in Oct and Nov.
	I had Fleming coming today to spend the day with him and he is canceling because of whats going on at home.
	I am trying very hard to work with John because I feel bad but several months have past and he has made very little
	progress in any areas and I feel if I do not replace him, the facility will not recover to where it needs to be.
	John was also planned to help with road tests in Nassau at 1100 but that had to be canceled.
9/20/2007	Received a call from Kevin DiLibero saying he found John sleeping in my office in Melville. John began to tell Kevin that
	he has not gotten any sleep and proceeded to tell Kevin about his personal situation at home with his separation, and
	things that are happening to him on the out side. Long story short - kevin told John to go home and get some sleep
	and to immediately call solutions for some assistance.
	This morning, we had a safety class presentation set up for 345 am and John was supposed to have a data show set
	up and he failed to have one forcing me to do the presentation on paper.
	Today was also another day I had Tom Fleming coming out to sit and help John with his books. I had to cancel tom
	again. Chris Adams is also planned to spend some time with John getting his documentation on track.
	I also noticed again for about the 5th or 6th time that the bulletin boards were not up to date with minutes and still
	had May's minutes.
10/1/2007	John informed me while at work - via email that he had court at 900 am today Monday.
10/17/2007	Voicemail from John saying he would be in late because of court. I did not hear from John and did not show for work.
10/29/2007	John had vacation last week and was scheduled to return Monday Oct 29th. Did not show up for work and did not leave
	me any kind of message. Called cell phone about 830 am Monday and left message.
	I have talked with john many times about keeping me informed when he needs time to take care of his situation.
	The time off does not bother me as much as him not giving me the simple courtesy of a phone call, email, voicemail.
	I have reviewed this with john on many occasions.
11/6/2007	Received a voicemail that was garbeled saying something about Johns Mom. I sent it back to John saying it was
	garbeled and could not hear what message was. I left john several messages on his cell phone to call me if there
	about what was going on.
	john did not come to work that all day and did not call me back.
11/7/2007	I sat John down and asked him what happened and he told me his mom fell and he had to go to Monroe with his
	brother to see her. His sister met them up there.
	I revieved several items that needed his attention incuding expired DOT's in Hunt, missing documentation, and the
	daily stuff for injuries and accidents.
	John a
11/8/2007	Received email with letter attached explaining everything going on in his life.(see file). I read it and called John to

Record Information

Name: John Welch

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Date	Notes
11/8/2007	(con't) I told John that I was not aware of his vacation next week but if he needed time, he could gladly have it.
	We talked some more and I again told John hat he needs to focus on 3 things - find a place to live, get some legal
	aid to help him with his finances with the previous judgement of money, and look into possibly turnng in his car and
	getting another one at a much lower payment than he was paying now - well over 500.00 per month.
11/9/2007	We talk some more and I told John to take his 2 weeks vacation that he still has now and take care of as much business
	as he could. He was also planning on taking a one week cruise with his sister. I told him that a week of vacation and
	another week to take care of things was a good idea. John seemed very happy at this point to have this time to take
	care of things. I told him that we would help get Melville organized so when he came back, he would be better off.
11/9/2007	Kevin DiLibero returned to Melville Friday at 530pm fron circle of honor lunch and saw john still here. John had been in
	preload. Kevin was very concerned about his hours and told John he needed to make sure that he was in control of
	hours. Kevin told John that he really appreciates his dedication and hard work but he can not exceed the hours worked
	as per doctors orders. Kevin instructed John to leave and go home in the next 5 minutes and enjoy his vacation.
11/27/2007	John returns from vacation on Tuesday. He did not communicate with me any time letting me know when he was returning.
	I assummed on Monday that he was taken off for the T-Giving day holiday.
	I talked with him by phone from Nassau welcoming him back and telling him briefly what I did with the books and told
	him that we would need to talk about the set-up with the books. He told me that he needed to leave to day because he
	had a doctors appointment at 300pm. I told him no problem and I would get together with him Wednesday.
11/28/2007	I returned from Nassau to Melville about 115 pm and John was not around. I asked Mary if John was here and she said
	he went to a doctors apppointment. I did not get any message about that.
12/14/2007	Update - John has been seeing many doctors for his infection with his heart monitor (DeFib). I have allowed him all
	the time he needs so he can improve his health and feel better about himself.
	John's status at work continues to be at below average levels. His desk is starting to pile up and become again
	unorganized even after it was all cleaned up and organized during his 2 week vacation.
	He has DOT's and direct deposit forms hidden well below his junk - important information that is critical with respect to
	time and people.
	I gave John a UPS jacket as a token of recognition to make John feel that he has my support through all of his
	challenges and concerns but I do not believe John is capable of multitasking more than 1-2 items at a time.
	I still feel that we need to find his replacement before the start of the new year.
12/18/2007	I know that John is going to see doctors in Boston to evaluate if he needs to have surgery based on last conversation with
	John. I find out from Kev D that John is telling people that he is going to have surgery Wed in Boston. This concerned
	me because I understood it to be a consultation because John was apprehensive about doing the surgery. He told me
	"there is no way they are doing this surgery - I want to be around longer"
12/20/2007	I get a call from John saying that they are not doing surgery and are treating the infection to see if that will do it.
	John seemed a lot more relaxed about that and said he was going to come back to work Friday.
12/21/2007	A meeting was held with John, Kevin DiLibero, and myself. John had been scheduled to go to Boston to have doctors
	evaluate his current infection problem. We wanted to talk to John because of the way he has been communicating with
	different people and has told different versions of the reason he is going to Boston. John has a pattern of either not
	properly communicating and tells other people different things which tend to misinform and cause confusion.
	Based on Tuesday's 12-18-07 conversation with John in my office, He was going to Boston to have special doctors review
	his case to see if surgery was needed. John told me that he did not want to die and wanted to get more opinions. I told
	him that he should get more opinions to help make his decision. I was under the understanding that No surgery was
	happening.
	The confusion came in when John told several people - Tom Britton, Steve Weiderhold (and others)that he WAS IN FACT
	having surgery in Boston and ultimately Kevin DiLibero heard this and became very concerned about this and asked
	me if I knew. I told Kevin that John was going to Boston to be evaluated - not have surgery because that was what
	John told me first hand.
	Then later that day -Kevin Dilibero received (Via Email) a very disturbing, hurtful letter from John about the way he

Record Information

Name: John Welch

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Date	Notes
12/21/2007	Here are some facts based on this whole situation:
	* Kevin DiLibero had a meeting with John in July 2007 telling John that he wanted to be informed about his medical situation at all times because he was concerned.
	John was given his 2 weeks owed vacation to help him get some things in order.
	* Kevin Had just talked with John in Suffolk during the KETER audit and specifically told John to keep Kevin DiLibero informed and communicate directly to him (KD) about any updates.
	* This recent letter seems to be a pattern when John has any discussion about his job. (other letters)
	* John also told us in the meeting that his 8 hour restrictions have been lifted. Kevin asked John to get supporting documentation about this right away to Mike Ridolfi.
	*This letter was unfounded, hurtful, and disrespectful to all involved especially since we have been vey understanding John's situation the last several months.
	* also note - John was originally in CHSP and was not doing well (George Barbosa) did most all the work
	In his last job as CHSP, he talked with Mike Scrobe and unknown to anyone agreed to move into another job - another example of poor communication (and appears as almost intentional)
	Once in that job, he requested to me to come back to CHSP
	Based on his situation, we brought him back to CHSP.
	Now here we are again John asking to move him back out to another job.
12/24/2007	Called John at 706 am to see where he was. John was down stairs helping on boxline 4. I told John he needed to come up stairs so we can talk about what needs to be done about his missing documentation situations that seemed to go back to excessive again.
	Its 855am and John is not here.
1/2/2008	Recevied a voicemail from John sent 1-1-08 at 940pm. John left a message that he would take some days off as per my request to take any days owed to him. His voicemail said that he would take Wed 1/2/08 and that he came in on New Ye[ar] Eve. I did not ask him to work that day nor was I asked by anyone for help in the Melville building.
	I fowarded John;s voicemail to kevin DiLibero on Wed 1-3-08 to keep him informed.
1/3/2008	Got another voicemail from John saying he needs another day off to still tie up some loose ends. This was the day of the CHSP meeting that I told John he neede to be at and he could take any other days off. The meeting was ultimaetly canceled anyway by Kevin DiLibero because of extra volume in district. Fowrded voicemail to Kevin D.
1/4/2008	Leaves message on cell voicemail that he is in work and is not sure if he should go to the meeting (meeting was Thursday-yesterday) but he thought it was Friday.
1/7 - 1/11/08	John out all week on LT disability
1/14/2008	talked with Kevin D about John's return on Tuesday 1-15-08
1/23/2008	Received voicemail from Ridolfi from John Welch about him contacting Irene Gordon about scheduling a RTW at Doc Care in Hauppauge to confirm appoint. He has appointment on Thursday 1/24/08

Record Information

Name: Notes for Bob Rizzo

Date	Notes
3/3/2008	Meeting in the region for IC KETER audit. Action Plans needed.
	On the way to the meeting - Kevin Gates, Bob Rizzo, Kevin DiLibero, and Norm Aquilino traveled in the same
	car together. Norm seemed that he was not aware that Melville was without a CHSP person for so long.
	Norm told us to fill that immediately and asked for a suggestion. I told him that a fix would be to
	move Ted Kropp from Nassau over since he knows the job well and can come in and quickly repair
	what is broken and a New PT supv. Tom Fleming and Kevin Coane had done a lot over the past several months
	but it needs constant upkeep and the managers were not doing their share here in Melville.
	During the meeting, Norm asked all of us if we had enough people and I told him that as long as we
	Kevin DiLibero told me to have Ted report the next day so I called Jim Kirk and left a message. I also called
	Chris Adams and told him the story. I was not confident that this replacement was going to occur immediately
	if at all.
3/4/2008	Foster Ave to spend the day doing a safety snapshot audit and talk with Howie about how we can improve
	the division. Kevin Dilibero told me late in the day that Ted was not going to come over and Jim Kirk is not
	feeling the same way about the move that he felt yesterday. We did not determine who would be the replacement.
	Later on about 400 ish, George Barbosa called me and told me John Cadavid gave his 2 weeks notice and
	he had a new job in the city.
	I am very concerned that the needs of Melville have not been met replacing John Welch and I am cocerned
	moving forward that we will not reach fast enough and the KETER results will be poor in Melville.
	At this point Norm and Kevin are both aware of the importance
	While in Foster ave - I also addressed the fact that th preload does not have a RMP and that Tom Fleming
	has been struggling to get cooperation. I talked with Bill Burgess in fron t of Kevin DiLibero and it was
	agreed that Crystal Barr was the person. I told bill that she needs to go get a responder physical quickly
	and then we would need to train her a s a responder (12 hours plus the radioactive)
	Sheldon Wilson was supposed to be the guy since he has the training already but has not gone for
	his physical in the last several weeks.
3/6/2008	Still do not have a replacement for Welch (Melville). Req has been put in and Sam LaRocca has been identified
	as the person. Kevin States by Friday 3/7/08, position will be filled.
3/7/2008	Foster ave Safety Meetings - talk with Kevin D about replacement - now Sam may not be the guy with all
	that's going on in Foster Ave. Still do not have job filled. Told Kevin DiLibero that I need to stay close to this
	building that's still needs attention.
	Also - Crystal Barr stated to Fleimg that she will go for her physical on her vacation week w/e 3/15/08
	that's means (if she passes) she will need to be trained when she comes back - delay in filling position about
	2 weeks. This is not acceptable.
3/10/2008	Kev told me reqs approved and we will put Mike Adragna in CHSP job. Mike was considered several months
	back and Kevin told me that he was not the guy for the job. Now he is being considered the guy again.
	I feel that he is doing this just to fill the job. We need the right fit that is organized and can plan.
3/11/2008	Training is being completed slowly by pkg managers. Running query everyday to see who falls off.
	Steve asked me to get help from other buildings and I told him to see Kevin about that.
3/13/2008	Still no replacement for CHSP job Melville. Name was given (Mike Adragna) but have not heard anything else
	other than req was approved.
3/14/2008	Friday night took home a large stack of rosters that needed keying - too much going on at work
	Also typed up PT Safety committee sheet - read and sent out emails
	Worked Friday night from 745pm to 1100pm on work stuff to try to get ahead (trouble with internet at home)

	Also took JHA from TWI and sorted them out and put together tally sheet
3/16/2008	Worked on some safety stuff Sunday night.
3/17/2008	Came in T/W Rocky Webster about getting preload Board items together
	Worked on preload injury plans, minutes, JHA
	Mike Adragna reports to me after dispatch. I explained the job in detail and that we would lay out a plan to
	train him. Set him up with CHSP book to get missing docs as a first. Kevin told me to set him up on the key
	stuff for KETER and worry about full training at a later time.
	We talked about JBA and things he would need to know and learn as we go.
	Gave copies of KETER audit, CHSP Definitions, Responder sheet
	Mike was then asked to help out in Farmindale because of staffing issues and spent rest of day in center
	moving pieces on road.
	Called John Welch's cell phone to see how he is doing - no answer - left message to call me.
	Kevin asked me to start calling each week and document.
	Worked on Bulletin boards a lot of work to do. Preload 3 month action plans, minutes, JHA's and tally sheet
	Worked on Islandia concern that I received from Al Dorman
	Went to doctor - very sick
3/18/2008	Mike was down on the floor helping center again and I spoke to Steve and he told me that Mike was mine
	after this with no exceptions.
	I set up Chris Adams to be with Mike early Wednesday morning to monthly certify Mike as well as
3	the 2 preload responders and Tom Roth. lalso asked Chris to spent some Q & A time with Mike while i
	was on the IC preload doing a follow-up SPIP audit..

Record Information

Name: Notes for Bob Rizzo

Date	Notes
3/19/2008	I received voicemail from Fleming - Crystal barr still has no physical and had no appointment Tuesday
Wed	at 200 pm even though she said she did. I Called Joe Reimo and he said he was aware and was following
	up .
	Called Kevin up in Foster and explained to him the Crystal Barr situation. He was unaware of this.
	Went into IC for couple of reasons - F/U on SPIP items (action plan), Safety blitz items for preload.
	Did walk around with Sean Lee for observations and paper work followup (see write-up)
	930 safety call in IC
	Back to Melville to meet with Adragna. Ran more queries to see results of key inputs.
	T/W fitz- he had done some scrubbing of training which helped us plan to attack some more exceptions.
	Worked late that night because I wanted to finish the boards completely.
3/20/2008	Came into Nassau at 1200 noon to work the Melville Twi sort
	Attended the meeting with Glen Rice and went back to Melville. Talked with Steve about exceptions left and
	what needed to happeen with S&V and SWM. Mike A was not there and had gone to therapy.
	Meet with Dan laterza before presort to review what I wanted to do.
	Trained 2 mgt in certified yard control - reyngo and Nardone. Attended Presort and explained the ESTA
	process. Put together a binder with packets along with a control sheet of SWM's completed
	Participated in fire drill with Dan around 700pm. Did DMP recert with John Pirolo and followed up on
	Jamal and Lampiase that Alex did Monday night. They were comfortable with training.
	Updated yard Control Certified sheet an sent to Dan. Updated Drill control sheet and left for Dan to sign.
3/21/2008	Wanted to take day off but Kevin D asked me if I could attend this meeting in IC.
	Planned to work with Mike Adgragna again but was asked to be in Island City for meeting with region
	Began by updating the Audit piece for crisis management that needs to go to Gates
	Talked with Kevin after our meeting with region. I told kevin that I was uncomfortable with what Moises
	had told me. Moised told me in front of Kevin DiLibero that I was the focus because of this past audit.
	This was disturbing to me because from a CHSP perspective and the responsibilities under mine and
	CHSP folks - we did well with our stuff. I told Kevin that we know the Twi manager has issues and
	is not doing what he is supposed to , Kevin Dilibero saw that when he went int to look yet Darnell is
	still in the same position so everone knows where the weekness lies but I am getting the finger and
	threats. Kevin DiLibero told me not to worry and go into the hub for the next 2 weeks and do what we said
	we would do. I also told Kevin that Steve Wiederhold was not sending Adgragna to spend any time with
	me because Steve wants Adgragna to stay in melville. I told Kevin D that he needs to get involved and talk
	with Steve. Kevin told me that he would take care of it.
3/24/2008	reported to Hub as instructed and began to introduce and assist with implimenting the practices that
	we came up with in Fridays meeting. I held an opening meeting with Barry and then one to one with the
	managers to explain our purpose here for the next 2 weeks.
3/25/2008	Talked with DiLibero about what Tim and I had going on. He said to continue doing what we said and the
	results will come. I also told DiLibero that based on what I saw the first night that there was very little or
	nothing in place for depth of knowledge on the twi sort. He said to document what I was finding.
3/26/2008	Voicemail from DiLibero responding to my request about Friday and the need to be in melville to close
	up some lose ends and spend time with Adragna. Dilibero told me to stay the course in IC and then said
	he did not understand why Adragna was not with me in IC. I called Dilibero and reminded him of
	our conversation Friday in his IC office and how he was going to talk with Steve Wiederhold about that.
	He then told me that Mike would be with me next week. I told DiLibero that I was scheduled to have a meeting
	with Twi sort managers and FT supervisors about DOK process.
	Called John Welch on cell number - no answer - left message I was concerned and to call me back when
	he could.

4/3/2008	Called John on cell phone - went right into voicemail - left message just checking in and to say hello and that
	I was concerned that he was OK.
4/7/2008	Meeting in IC - came in at 6:00 am to catch up on emails and reports. Kevin seemed surprized to see me at 1000am
	but I told him that I was staying for the night sort to meet with Darnell. I was told that my stay in IC hub was 2 weeks
	but Kevin seemed to think otherwise. Melville Safety blitz is this week and I will be part of that except for Thursday
	when I come back to recertify a few more folks.
	Called John - left message on cell phone - hope all is well.

Record Information

Name: **Notes for Bob Rizzo**

Date	Notes
5/27/2008	Called Mike and asked about the interviews for the re-audit. He still did not get them back and has not asked for them until I ask. Mike does not communicate with me or the managers when he runs into a problem. He seems to lack the leadership skills that his job requires. He does not communicate with me as often as he should. I plan to have more conversation with Mike about moving forward in this position.
5/28/2008	Called John Welch on work cell. Left message on his phone.
5/29/2008	Kevin DiLibero asked me to contact Irene Gordon about John's return to work which was faxed to Melville today. I called Irene to conform John's return and she said he was OK to return to work - no driving and 9 hour retriction. I called John from my house and left message with little boy (son). John returned call at approx 949 pm but I was sleeping due to early work.
	Received email from Irene about John. John emailed her about what has been going on with him. Copy in file.
	Received text from John at 414pm. It says:"Bob…hope you having texing. My phone broke and only the texting works - dated May 29 414pm
6/2/2008	• Meeting with John Welch – first day back to work. Met with Irene and reviewed status and job responsibilities (see write-up). Reviewed VSTA certification with John and recapped tasks we discussed Monday including: Daily log of his activities to be emailed to me each day, 2 calendar's – one for ESTA certifications Melville preload and one for Huntington S&V's rides to be completed by end of June. Copy given to Jim Kirk and reviewed with Norm.
6/3/2008	Talked with John about what we reviewed Monday as far as activities and plans. John gave me hand written calendar for S&V rides for Huntington. The plan is to have all 33 overdue rides complete by last day in June. John also is to complete all ESTA on preload by end of June as well. John still has transportation issues as well as phone concerns. There is no way other than text to contact him.
6/4/2008	text John to find out where he is. His start time is 500am - arrived at 533am - said he took bike to work from Commack in the pooring rain and wind approx 15 miles.. I told John he needs to find a more efficient way to get to work It took him 2 1/2 hours to communte 15 miles.
6/9/2008	Meeting with John to review his first week. John exceeded his allowed hours and I explained to John that it is his responsibility to monitor and inform me if it looks like he may go over on any given day. I also explained that if for some reason he does exceed the 9 hours per day, then we would adjust accordingly. I also reviewe with John that he did not follow the plan for rides which was to leave facilty with a driver to get the max time. On a few occasion last week, he did not get to first driver until 1100am. - 1200pm
	Mike Adragna called to center (Hauppauge) for a on road spill
6/10/2008	Mike Adragna called again to go on road for a spill.
	Received email from Kevin DiLibero from John Welch (see file) The email talks about his return to work, being denied any assistance, not being allowed to work and not being paid for May. Doug told John that he could appeal to albany and that DiLibero had nothing to do with the pay issue and that it was a medical documentation problem.
	I called john and asked him if he was coming into work Wednesday to Nassau and he said yes. I informed John that he should do what we suggested yesterday and file an appeal for mays pay. I aslo told him that I did not know anything about the ADA request with Alma and that he should talk to Kevin DiLibero about that. I wished him luck in his new job and told him to keep me informed on how he is doing.

6/13/2008	Called Mike and asked him for the documentation for the re-audit in melville. He has told me on many occasions
	that the managers are not giving him what he needs. This is what promted my write-up to DiLibero and
	Norm about Melville. I still want the re-audit that was done a few weeks back to file for the future.
	Mike told me that he still did not do it. It is another case where if I do not ask, I will not get it.

Record Information

Name: Notes for Bob Rizzo

Date	Notes
7/7/2008	Bulletin boards still have simple statement for April. Minutes have hand written dates over typed.
	I still did not get the updated ESTS/VSTA tracking form that I asked Mike for last week so I can
	see where we are.
8/7/2008	General comments - Mike Adragna did not properly convey and review the August Auto Campaign with the
	managers causing them to no follow the protocol on Tuesday and Wednesday 8/5&8/6. Mike still demostrates
	the lack of basic common sense when it comes to every day activities. He has trouble prioritizing tasks and
	will focus very hard on one task while he allows other to go by the way side.
	He was late again to 700am call and he has to be reminded to get on the calls when scheduled.
	I had my 6 month review with Kevin Dilibero today and during that time, I reviewed the status of Mike and
	how he lacks certain skills sets that I can not teach him to some degree.
8/13.08	Had a discussion with Mike about his job performance. I told Mike that I was not sure that he was the right fit for the
	job based on his performance the last few weeks. It seems that if Mike is not told every little detail - he says that
	he did not know, no one told him...etc. He is clearly not engaged with the committees on the floor and I feel he is
	not supporting the committees like he should. One example is the current August auto Campaign where he told
	the committee " This is the program..it came from the top..and we have to do it.. He is not selling the program or
	asking for input from the members. I also asked Kevin Gates to come into the room and give his observations
	on what he saw about Mike's recent performance.
8/14/2008	Mike late to call again - says he was on but not at desk. Was also late yesterday and someone had to call.
8/18/2008	Mike was not on 700am call. He was handling a Fitness for Duty on the preload (Steve Machio).
	I asked him what about the meet-n-greet and he said that he was the onlu one for about 20 minutes
	and that the safety committee was not involved. Mike continues to not be engaged with the committee.
8/21/2008	Sat with Mike after the 700am and call and went over the internal audit that he facilitated. The audit was incomplete
	with a lot of the interview pages missing yes and no's. There was a lot of information missing and I reviewed his
	attention to detail. I also spent time showing mike HRRS and how to obtain staffing queries because he did
	not have a list of employees to check training.
	I also asked mike to give me a weekly planner every Friday with the completed planner for week and next weeks
	plan. He seems to be pulled of task a lot with on road spills and operational requests and I want to review these
	items weekly so he can stay focused.
8/25/2008	Mike supposed to come in early to pretrip building especially from Sat spill that stained a lot of packages.
	Called Mike at 635am and he was on his way to work. Told me he father had to be have exploratory surgery
	today because of stomach problems.
	I talked with Mike when he got in about not leaving me the 2 weekly planners as requested last Thursday
	I also reviewed my concern about the spill cart noyt having required supplies on it and why boxes were not
	made available. Kevin Gerard talked with me today and he said at leat 100 times he has told Mike about it.
	Mike is not engaged as he should be with the committee, responders, and managers. Mike also seems to not
	have the ability to build relationships to help get the job done.
8/25/2008	I reviewed the following with Mike when he came back to work from going to hospital with dad.
	.Missed 700 am call - asked him and he just forgot
	.Judy needed wellness traininga and did not show up...no followup from Mike other than (I told them to send her up)
	Weekly planners not left as requested on Thursday
	Spill cart still missing supplies
	Meet-n-greet - Mike says Bob pecora did it. I am not sure what time he was out there and may have missed most emply.
	DOK sheets from operations...3rd request to have them

9/15/2008	Mike was supposed to set up meet-n-greet with safety members. I left him a reminder voicemail on Friday, 9-12-08
	to make sure they were good for Monday because Mike was going on vacation this w/e 9-20-08
	Came in Monday 9-15-08 and Kevin DiLibero told me Gates had to go out for water because nothing was setup.
	This is another example of Mike's inability to plan effectively and be engaged with committee.
9/25/2008	Took CHSP team out for recognition lunch at Fridays in Westbury. The intent was to recognize the group for their hard
	work specifically the HR audit. Once lunch was over, they were allowed to go home to spend time with their families.
	Mike had approx 1 & 1/2 beers along with appetizers and lunch. Appoximately 230pm, he told the group that he was

Record Information

Name: Notes for Bob Rizzo

Date	Notes
9/26/2008	Sat down with Mike in office and held up the code of business conduct and policy book asking Mike if he had received copies of these. He nodded and said yes. I them told him that these are also online and that all upsers are responsible to know and adhere to these. The purpose was to specifically review the policy od Drug and Alcohol use. I had Mike read both policies and asked hime if he understood them and Mike said yes. I told him that the purpose of me reviewing these with him was based on fridays outing when I told him he could not go back to work after consuming alcohol.
9/27/2008	Mike did not submit the correct action plan that is due to the region each Friday. Mike sent a copy that was incomplete and missing information. Mike also did not validate with Bruce that he received the correct document. Mike has consistently been ineffective in a lot of his duties and must be hand walked through almost every aspect of his job.
10/23/2008	On daily call and reviewing SPIP's from other audits. UNL 16 certification sheets and video was one item and Mike stated on call that he did not know that. I said that that was one of the first things we reviewed during his training on the KETER audit on pages 2-3. I said it also appears in the documentation section where it asks you for the books and training. Mike should have clearly known this and it was concerning enough for me to note it. I also on a positive note congratulated Mike on a few things: he made a helper obeservation form that I sent to all along with a thank you email. Mike has organized the books well and has done a good job with the compliance training
11/3/2008	Asked Mike to come into work - had a day scheuled off following vacation and I was not comfortable because of a KETER week. Had George come into Melville to look at books and DMP and also update safety minutes for boards just in case.
11/4/2008	Had meeting with Reimo about DOK process. Then had meeting with managers and Reimo on what they are doing for DOK and how to proceeed forward. Developed 4 step plan to be started this week. Had meeting with Tom and Jame to review process and that James needs to stay focused on his preload DOK. I also told Tom that James needs to start getting more involved in driver quick DOK validations
11/10/2008	Had Monday call as usual. Mike still did not have DOK % for w/e 11/1/08 after many attempts to get information. He also did not have current week w/e 11/8. I also asked Mike about his meet-n-greet and he was not sure if he had copies for the committee because copier was broken. I asked him what about making copies Friday and using other means. I asked Fleming what he does when his copier is broken and he said that he goes to IC or staples if necessary. Mike continues to have to be lead by the hand even with the smallest task. He also stated that he is behind on the Safe system entries since his vacation 1 week ago. Again I asked Fleming what he does and he stated that he has committee members asigned to do data entry.
11/14/2008	Did another follow-up visit on Melville preload to take another sample of the DOK for mgt and Non-mgt. I asked Kevin Colwel to complete interviews with me. One of the employees interviewed was Judy Guchiard who sis the wellness champion. I asked her the regular non-mgt questions which she knew very well. I then asked her if she knew the 3 new wellness questions. She said she never received any questions and was not aware of them. **Not on daily call again**
11/21/2008	Mike did well on the KETER audit and I Thanked him for his hard work. I know he spent a lot of time even on some weekends but I told him he got some good results and gained the respect of his peers in the Melville facility. Great Job!!
12/2/2008	Had a conversation with Gates - he was very upset after asking Mike for some signed statements for helper class. Mike failed to have all the corrct documents signed as we all talked about in a class and on many conference calls to ensure that we all did the same consistent process. Mike did not have any answers and actually started to get an attitude with Kevin and myself because of the questions we were asking. We had a helper injury and we wanted to validate that we had no leaks in the process.

D 01112

Record Information

Name: Notes for Bob Rizzo

Date	Notes
4/14/2004	Melville at 430am to take safety call at 500 and set up class for rest of week with Wiederhold and Colvell - just promoted to manager on preload
4/15/2008	Came in and did day one Observation / feedback with 13 PT supvrs.
4/23/2008	Called John on cell - left message to call me and hope all is well.
4/24/2008	Working with Mike the last few days with documenation and bulletin boards.
	Mike needs to increase his intensity and sense of urgency by more communication with management.
	He tends to use email as a tool and rely on that to much. I explained to Mike that he needs to set up
	a process and get it in place asap.
	He also needs to do more follow-up when he requests thinsg from facility mgt.
	I have asked Mike to do a few things like email pito file and send me other things and it took
	a few passes.
	I will continue to work with Mike to get him the tools he needs.
4/28/2008	Called John on cell - left message to call me and hope all is well.
5/2/2008	Mike had a great opportunity to spend 3 days with KETER consultants Tom Klochan & Orlando Guitierez
	He spent time side by side asking questions and also did a physical walk around using section III of the KETER
	audit.
	We have now completed 3 sections I - documentation, II CHSP, and III physical with hands on training and
	understanding.
	Mike now has to continue to organize his books such that if he is asked to produce any kind of documentation,
	he know exactly where it is.
	He was also given a complete binder to carry with him so that any questions about the state of Melville can be
	answered.
	Mike still needs to continue to develop his multi tasking skill set and focus on priority items first as they relate
	to the KETER process.
5/5/2008	Came in a looked at bulletin boards. Mike adragna still had not completed the boards even after I had talked with
	him Friday 5/2/08 about the importance of making that a priority. Mike told me he came in early (445am)to get them
	done. At approx 200pm after my CHSP call, I talked with Mike about the tasks list I gave hin in the morning and
	he had still not completed the boards. I asked him what he has completed so far today with coming in early and
	he told me he attended 2 meetings and posted Wellness stuff in caferteria. He then said he missed Rocky (2nd time)
	and would need to get with him in the morning. I was upset about that because we have corporate folks coming
	Tuesday and the boards are still not updated.
	Mike says he understands what has to be done but he is not showing that he can do even the simple task.
5/12/2008	Mike went out on road again and I was not informed. He was asked to work on the floor because of staffing concerns.
	KETER is going to be back in 2 weeks and Melville is not ready. I need to work with mike more.
5/13/2008	Called Mike Adragna at 255pm and he told me that he was out on the road for the last 3 hours picking up liquid
	leaking packages. I called Steve Wiederhold and told him Melville is not KETER ready and Mike continues to
	be pulled off plan. Steve was unaware that he was on the road and would follow-up.
5/13/2007	Called John Welch on cell phone from suffolk Conference room - no answer - left message to call me when
	he gets a chance.

5/15/2008	I told Mike he needed to improve his communication skills - 2 incidents - He left the KETER questions for the
	internal on Kevin Colwells desk on Tuesday, 5-13-08 with no follow-up call/voicemail.On Thursday, Kevin Coane
	and I asked Colwell and he knew nothing about it. The we asked Jim Paola if he had done the physical and
	lockout interviews and he too said he was not aware that there was an internal audit being completed.
5/19/2008	Talked with Kevin on Monday meeting/call at 1030am. Told Kevin I need to be in place and not attend region
	audit because we are not KETER ready in Melville and Foster. Kevin told me to go and let CHSP team do the
	audit. I also need to work with Mike Adragna since he still has some follow-up exceptions.
5/20/2008	Got a call from Mike Adragna saying he was told to go on road and do a ride. I had many conversations
	with Steve Wiederhold about keeping Mike in place because the facility was not KETER ready.
	Sent email from Adragna to Kevin DiLibero and reviewe with kevin the next day.
5/22/2008	Talked with Mike about better communication and follow-up. There was a Local sort spill with a chemical
	hydrogen peroxide - which he got on his hands-quickly washed and was fine. Mike was not notified until
	the next day-Wed. Mike did not tell me anything until I called him Thursday and asked him. Mike said he
	found out about it Wednesday night- spoke to Lenny - but never called, left voicemail, email for Joe Schmidt.
	I asked him why and he said he was going to talk with Joe Thursday. It was too little, too late.

Exhibit 18

Gordon Irene (MCK4KQV)

From: ADS-UPSWKAB@AETNA.COM
Sent: Tuesday, March 18, 2008 2:55 PM
To: UPS US OCC HEALTH 0726
Cc: godboltt@AETNA.COM
Subject: Disability Update, EE: JOHN K WELCH, DIV: 0726, New York

"DO NOT REPLY TO THIS EMAIL ADDRESS. PLEASE REPLY DIRECTLY TO THE EXAMINER LISTED BELOW".

Date: 03/18/2008

EE Name: JOHN K WELCH

Pref Cont #: 5162202227

Employee's ID Number: 0366165

Plan Name: FLEXIBLE BENEFITS PLAN

Region/District: 0726

Claim Number: 1029301

First Day Absent: 12/18/2007

Disability Date: 1/11/2008

Benefit Begin Date: 1/11/2008

Approved Through: 04/13/2008

Next Office Visit:

*Project return to Work: 04/14/2008

Only one of the following values will be displayed upon creation of task/document

----

'''''''''''''''''''''''''''''''''''' common text

Claim Status: Approved

Reason: Disability Supported

Return to work Information:

Work Status: Not At Work

Description:

''extension of approved Benefits

Thru Date:04/13/2008

----

*The Projected Return to Work Date is our estimation of when the employee can return to work based upon the medical information available at this time. Therefore, this date may change as new information becomes available.

Additional Information:

****

I will be handling this case and will advise you of any anticipated or actual releases to return to work. Should the employee return to work and you have not received notification from Aetna, please let us know so we can stop any payment or payment authorization from Aetna.

****

Claim owner Name: TRACY GODBOLT

Claim owner Phone: 1-866-825-0186 extension 6932153

Claim owner Fax: 1-860-907-4441

Claim owner Email: godboltt@aetna.com

This e-mail may contain confidential or privileged information. If you think you have received this e-mail in error, please advise the sender by reply e-mail and then delete this e-mail immediately.
Thank you. Aetna

Exhibit 19

Rcd 11/30 – Thursday

Bob,

I am choosing to drop you a line because there is so much going on right now that I couldn't possibly get it out in its entirety while face to face. Perhaps you can read this and we can talk about it. What I really want you to know is what is going on with me so you can better understand how full my plate has become in such a short period of time. I want so very much to be an integral part of the team, but in reality I am very far from that. I am not that way because I choose to, but because I am a victim of circumstance.

Right now I am caught up in a feeling of worthlessness and despair and it has all but ruined my ability to concentrate. I am but a shell of what I once was for many reasons which seem to have built up over the course of this year. These are some of the reasons for my decline:

- I began the year with my wife throwing me out and having me arrested with a false allegation as she put in an order of protection filled with lies just to get me out. She told me I was nothing but a wallet, and she hoped my defibrillator would go off and I would die.
- I have been distanced from my children because of these conditions.
- I have been investigated for child abuse.
- My lawyer, who I paid a retainer of $20,000 put me through a living hell. He adjourned my court appearance 9 times, and then ran out on me altogether with my retainer. He has not been seen of or heard from in 3 months. I have gone to the Bar Association and the Court to rectify this problem. They have been no help to me in the past 2 months. Meanwhile, my wife and her attorney continue to attack me.
- The Judge, because of his distaste towards my lawyers' actions, became frustrated with the whole case. He awarded my wife $4,500 per month. I only take home $5,353, leaving me with a mere $800.00 to survive each month. My car costs me $410 per month and my insurance is now $540 per month because of the two accidents I had this year resulting from my sleep disorder. My car alone exceeds my available income. I am presently going to be homeless, as I have exhausted all other options.
- This job is not an easy one, and I have been somewhat overwhelmed from the beginning. The gap between Nick leaving and me arriving started me off way behind the 8 ball. I can not catch my tail with my limited experience, lack of control, and the variables that have plagued me this year.
- I am embarrassed by the outcome of my work as it is not in keeping with my true work ethics and abilities.
- My nephew is probably going to die.
- My Mother is dying.
- My health issues are surmounting and I am feeling that I am at the end of my rope.
- My sleep apnea is being addressed with a device to wear at night, however my troubles are now continuing.......

- I went to a Psychiatrist yesterday to help me with my troubles. He diagnosed me with Bipolar Disorder. This illness is characterized by symptoms of depression, an overwhelming feeling of emptiness and sadness, a lack of energy, a loss of interest in things, trouble concentrating, and changes in normal sleep or appetite. Many experience a total absence of sleep, or reduced need to sleep.
- I am now scheduled to go to a Neurologist because much of my troubles are
- Neurological in nature. They seem to think that the restless legs and the Bipolar could be the result of a more severe lingering problem in my brain. It seems as if the neurotransmitters could be affected by something that has not yet been discovered, perhaps a head trauma from years ago, tumor, or a blood clot.
- I have restless legs syndrome….and it has tortured me every day.
- The medication I badly need, I can no longer afford. When it runs out, the true troubles will begin.
- Donna Canavan spoke to me, as she has grown concerned over my disposition. She had me call the region nurse Valerie. Valerie is putting me in touch with various agencies to help me….. The United Way, the Salvation Army, and Catholic Charities. I make $7,500 per month and have no choice but to seek some sort of relief, as I am only bringing home a small fraction of that for myself. I can hardly believe where I am at this stage in my life.
- The solutions line put me in touch with their legal department for advice on how to handle the remainder of my divorce proceedings.
- I came to this job with 3 weeks vacation left. I used one, and planned on taking one next week. My sister planned a vacation for me with her family. We were going on a cruise. Actually, it is this Saturday, yet you don't even remember that I am on vacation. Next week you are bringing the boys to help me, and I am grateful for that. I did send you an e-mail back in September about my vacations, which is why I thought it was odd when you were wondering about my previous vacation selection. Maybe you just didn't get it. My e-mail has been screwed up lately. In any case, because of my feelings of failure and not being able to do enough, I am now left with a great amount of stress and indecision. I have to be here next week, yet my sister paid for the cruise and
- I am afraid right now Bob. I am afraid for my future. Valerie told me that I should consider going on disability again. I don't want to do that. I want to get better, take control of this mess, and move forward. I have handled all the troubles in my life with flying colors, but this is more than I ever could have imagined. If I had to move a mountain I would. This powerless feeling is killing me. I don't know what to do to get through each day, but I am trying like hell to make it happen. I know you are an understanding person, and I need you to know that I would never fail to or refuse to do my job! The weight of the world is on my shoulders. I want to get better and be free from the stress that rules me. I really need your advice…….

Perhaps tomorrow we can talk?

John

Exhibit 20

Income Protection Plan

A total disability following an accident or illness is something that most people don't like to think about. However, should such a tragedy occur, the Income Protection Plan helps you bridge the financial gap caused as a result of lost income. All employees covered by the Flexible Benefits Plan are provided with coverage in the event of a disability.

Short-Term Disability

Short-term disability (STD) protects your income if you have an absence caused by an illness or accidental injury. An absence for maternity is treated like an absence for illness.

Eligibility

Short-term disability is available to all full-time and part-time employees eligible for the Flexible Benefits Plan, when coverage begins under the Plan (see When Coverage Starts, page 6).

Your date of disability (as determined by the claims administrator) must occur while you are covered under the Flexible Benefits Plan and prior to your termination date.

STD Benefits

STD pays a percentage of your base pay. For the exact percentage, refer to your Insert. The maximum STD benefit is limited to 26 weeks in any rolling 18-month period for disabilities related to the same cause, as determined by the claims administrator. The number of weeks of STD you have available is determined by looking back 18 months from the date you start your leave and reducing the maximum 26-week period by the number of weeks of STD you have taken during that 18-month period for disabilities related to the same cause. A second disability related to an entirely different cause starts a new rolling 18-month period for that disability.

STD benefits are paid at the same interval that you are paid as an active employee, for example, weekly if you are a weekly-paid employee.

If you are an Administrative or Technical employee, your STD benefit payment is based on your average weekly straight-time pay, which is calculated by averaging the paid hours (maximum of 40 per week) each week during the last quarter in which you worked the complete quarter and multiplying that average by your hourly rate. A complete quarter is a quarter in which you have paid hours each week of the quarter.

If you did not work the complete quarter, the Plan will look back a maximum of four quarters for the most recently worked complete quarter. If there is no complete quarter in the last four, the Plan uses the quarter with the most hours worked. The number of hours (maximum of 40 per week) and the number of weeks you worked in that quarter (not the total number of weeks in the quarter) are used to calculate your average weekly base pay.

If you are a Management or Specialist employee, your STD benefit payment is based on your monthly Base Pay. Base Pay is your regular weekly, semi-monthly or monthly pay, excluding any overtime, bonuses or incentives.

When Do STD Benefits Begin?

For Administrative and Technical employees, benefits begin on the first work day of an absence due to an injury and the fourth work day of an absence due to an illness. Any unused discretionary days up to three will be used first before STD benefits are paid for an illness.

For Management or Specialist employees, benefits begin on the first work day of an absence due to an injury or an illness.

Who Qualifies for STD Benefits?

For STD purposes, you are considered disabled if the claims administrator, Broadspire, determines that you are unable to perform the material and substantial duties of your regular occupation because of an illness or injury. In some cases, STD benefits will be reduced if you refuse to participate in the residual disability return-to-work program.

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Qualification for STD benefits is subject to you (or your physician at your request) providing objective medical information to Broadspire that supports your disability. You may also need medical approval prior to returning to work.

The fact that UPS has approved a leave of absence, made an accommodation (per ADA rules) or does not allow you to return to work in another position as a result of an injury or illness does not mean that you are "disabled" as defined by the Income Protection Plan.

If you can't return to work when your benefits end, and you are not eligible to apply for LTD, you may be eligible for Permanent and Total Disability coverage. See page 72 for details. You should also contact your manager to keep him or her informed of your return-to-work status. If you are eligible for long-term disability benefits, Broadspire will automatically review your case for LTD coverage, or you may call Broadspire to discuss your eligibility for LTD.

Residual Disability/Return to Work Program

The Plan will pay a residual benefit if you return to work, at the Company or another employer, while recovering from a disability. You will be considered residually disabled if you perform any work for wage or profit while disabled as defined by the Plan. The benefit you receive from STD will be calculated as follows:

- your STD benefit minus
- 75 percent of any earnings you receive while you are disabled

Your residual earnings from all sources, combined with your STD payment, may not exceed 100 percent of your pre-disability Base Pay and any earnings (including earnings from other employers). Your STD payment will be reduced by any amounts in excess of your pre-disability earnings.

If Broadspire and the Company determine that you can return to work for the Company under a residual disability program, and you fail to do so, your STD benefit payment will be offset by the amount you would have received as a residual disability benefit.

For purposes of this return-to-work program, you may be asked to return in any position for which you are reasonably qualified based on your education, training or experience.

If you return to work under a residual disability program, that time at work counts as part of your overall disability period. This means that your time at work under a residual disability program will not extend your disability period maximum.

Disability Benefit Offsets

California and Rhode Island have state-administered disability benefits. In these states, the Plan offsets your STD benefits by the amount of the state plan benefits so that the combined amount paid by the Income Protection Plan and the state plan would be no more than the amount the Plan would pay if there were no other coverage. Unless you provide documentation that you are not receiving state disability benefits, your Income Protection Plan benefit will automatically be offset.

Hawaii, New Jersey and New York have state-mandated benefits. In these states, the amount paid to you will be the greater of either the state-mandated benefit or your STD benefit, but not both.

Additionally, your STD benefit will be reduced by the full amount of other earnings (subject to the residual disability provisions), disability income or retirement income you may receive, or be eligible to receive, including:

- any residual disability/return-to-work amounts that you may be eligible to earn
- any amount you receive from another group insurance plan (individual insurance plans are not offset)
- any disability benefits received from the Veterans Administration
- any work-loss provision of a no-fault or third-party benefit or settlement
- any primary benefit received under the U.S. Social Security Act
- any Workers' Compensation payment

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It is a requirement of the Plan that you apply for the Social Security disability insurance benefit as well as any state-provided disability benefits to which you may be entitled. You are also required to appeal any denials. If you do not apply, or appeal denials, the claims administrator, Broadspire, will estimate the Social Security amount and/or state-provided disability benefit that you could have received and offset your benefit by that amount.

Additionally, it is a requirement of the Plan that you apply for Workers' Compensation if your disability is work-related.

Should you receive a lump sum payment (from Social Security, a Workers' Compensation, no-fault, or third-party settlement related to your injury or illness, for example), your disability benefit will be fully offset until the entire amount of the settlement that represents disability benefits has been completely offset. For example, if you receive a $100,000 settlement (that represents disability benefits), and your STD benefit is $1,000 per month after all other offsets have been taken, you would receive no disability benefit from the Flexible Benefits Plan for 100 months, until the full $100,000 had been offset. At that time, your disability benefit would begin again (to the extent you were still eligible). This example assumes qualification for LTD coverage after the STD benefit period ends. If Broadspire is unable to determine the exact amount of the award that represents disability benefits, 50 percent of the award will be considered disability benefits.

If you receive STD benefits for an illness or injury that is later determined to be an occupational illness or injury, your STD benefits received after the date of such determination will be offset by any retrospective and prospective Workers' Compensation benefits that are paid to you.

Additionally, if your remaining STD benefit period is not sufficient to repay amounts that would not have been paid to you (for example, if your Workers' Compensation claim had been determined earlier):

- either your Workers' Compensation benefits will be reduced by the amount owed to the Income Protection Plan (to the extent allowed by law), or
- you will be required to reimburse the Plan for excess STD benefit payments

Exclusions and Limitations

No STD benefits are payable from this Plan for any disability that results from:

- intentionally self-inflicted injuries
- participation in a felony
- war, or act of war (whether such is declared or not), insurrection, rebellion, or participation in a riot or civil commotion
- serving on active duty in any armed forces of any government
- any vague or undefinable condition that cannot be described by a standard medical nomenclature diagnosis

No STD benefits are payable for days when you receive:

- discretionary days (such as sick pay or optional holiday pay, if applicable)
- holiday pay
- vacation pay

Benefit Termination

There are certain conditions that could cause your STD benefits to be terminated or reduced. These occur when you:

- cease to have a disability as determined by the claims administrator
- terminate employment due to a pre-disability scheduled termination date (e.g., because of resignation or a facility closing)
- fail to provide medical documentation requested by the claims administrator. Broadspire can request additional medical documentation of an ongoing disability as often as it deems reasonably necessary
- fail to comply with a reasonable course of medical treatment and care necessary and appropriate to treat and/or resolve the condition for which you're receiving disability benefits
- fail to comply with an independent medical examination, functional capacity evaluation or other evaluation as may be required by the claims administrator
- have been paid the maximum disability period of STD benefits
- begin receiving benefits from the UPS Retirement Plan

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Health Care Coverage and STD

If you're unable to work and approved for STD due to either an occupational or a non-occupational injury or illness, Flexible Benefits Plan coverage for you and your dependents continues for up to 12 months following the date your disability began. You continue to be responsible for your share of the costs, either through billing statements or payroll deductions (if you are receiving a check from the Company). At the latest, coverage will end on the last day of the twelfth full month of continuous disability, as long as you continue to pay your share of the cost.

The Flexible Benefits Plan does not cover any expenses related to an occupational disability. You must submit claims for occupational disabilities to the Workers' Compensation administrator.

When your 12-month extension of health care coverage ends, you and your dependents may elect COBRA continuation for 18 months, for a total of 30 months of continued coverage. (Please see the COBRA section for more information.) Or, if you are eligible and approved for LTD, you may begin coverage under the Retired Employees' Health Care Plan.

Coordination With Medicare

If you become eligible for Medicare benefits as a result of a disability, there are rules that determine whether the Flexible Benefits Plan pays benefits first, or whether Medicare is primary. See page 45.

Life Insurance and Accidental Death and Dismemberment (AD&D)

During your 12-month extension of health care coverage, any basic life and AD&D coverage will continue to be provided by the Company, including spouse's and children's basic. Any supplemental life insurance and AD&D coverage can be continued as if you were an active employee. You continue to be responsible for the costs of supplemental coverage.

When your 12-month extension ends, your and your spouse's supplemental term life insurance can be continued on a direct-billed basis. You may also choose to convert your and your spouse's policies to individual policies without providing evidence of insurability. Prudential will automatically send you the necessary forms to fill out and return.

Your Company-paid basic life insurance, including your spouse's and children's, can be converted to individual policies within 31 days of the end of your 12-month extension.* To obtain a conversion kit, call Prudential at 1-877-889-2070.

Your AD&D coverage ends on the last day of your 12-month extension and cannot be converted.*

See the Life Insurance section, "Conversion and Portability," on page 72 for additional information on converting your life insurance coverage.

**If you are approved for LTD, any Company-paid basic life insurance and AD&D, including spouse's and children's, will continue only as long as you are a participant in the Income Protection Plan.*

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Taxes and Your STD Benefit

STD benefits are taxed when paid to you. See the Insert for further details about receiving a W-2 form.

How to File a Claim

If you become unable to work because of an injury or illness, file a claim with Broadspire. Call 1-866-825-0186, or log on to their Web site to file your claim (see below).

If you are an Administrative or Technical employee, contact Broadspire at the end of your applicable waiting period so Broadspire can begin processing your claim.

If you are a Management or Specialist employee, contact Broadspire at the end of two weeks. If you do not call at the end of two weeks, your regular UPS paycheck may be interrupted, since Broadspire must notify UPS to continue your pay.

In either case, you must file a claim with Broadspire no later than 60 days after the illness or injury. If you do not contact Broadspire within 60 days of the initial date of disability, you will not be eligible for benefits. A representative will:

- ask you for information:
  - — name and address of the Company, date of hire and supervisor's name and phone number
  - — your name, phone number, home address and Social Security number
  - — the date of your injury or illness and the first day you were absent from work
  - — your doctor's name, address and phone number, the date you were first treated for this condition, and your next appointment
- verify how you became disabled
- explain the claim process, including the need to obtain objective medical information from your doctor

The representative will send you a release form that allows Broadspire to obtain information about your condition. Your claim will then be assigned to a case manager, who will assist you in gathering the required documentation from your doctor. If you do not return the release and reimbursement forms in the time specified you may not be eligible for benefits. It is your responsibility to obtain and submit objective medical information to Broadspire that supports your disability.

If you do not file a claim within 60 days of the initial date of disability you will not be eligible for an STD benefit and you will be required to reimburse the Company for any disability benefits already paid. Benefit checks that are not cashed within 12 months of the issue date are void.

If your claim is approved, you will receive an approval letter providing you a number to call if you have questions about your coverage, and indicating your expected return-to-work date. Broadspire will notify the Company of your anticipated return-to-work date and your claim approval. You should receive your first weekly payment (if you are an Administrative or Technical employee) within two weeks from the date of your disability approval.

If your claim is denied, you'll receive a letter providing specific reasons for the denial. Broadspire will notify the Company that your claim has been denied. You must immediately contact your manager to schedule your return to work.

Right of Recovery Provision

In some situations, you or your covered dependents may be entitled to certain payments from another source following an injury or illness or you may receive payments in error. See page 111 for details on the Plan's right of recovery provisions. In addition, the Plan has

You can file a claim via Broadspire's claims filing Web site. Find a link at UPSers.com or go directly to https://ebusiness1.choosebroadspire.com/claims. Company name: UPS; password: broadspire.

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the right to recover any STD benefits that are deemed to be paid incorrectly by either direct payment from you or as an offset of future benefits.

Your Employment Status

If you are absent from your regular occupation for 12 months, you will be administratively separated from employment, regardless of your status on STD or LTD. You must return to your regular occupation for at least 30 calendar days before a new 12-month period will begin. Time spent performing a residual disability assignment is considered an absence and does not extend this 12-month period. For example, if your disability begins July 15, 2003, you will be administratively separated July 14, 2004. If your disability should end after your separation and you are able to return to work, you will be considered for employment based on your experience and skills, as would any other applicant.

Long-Term Disability

Long-term disability (LTD) provides protection from disabilities caused by an occupational or non-occupational illness or injury that lasts longer than the STD benefit period.

Eligibility

LTD covers all eligible full-time employees covered under the Flexible Benefits Plan who have exhausted their STD benefits. You have "exhausted" your STD benefits when you are no longer eligible to receive STD benefits because you have received the maximum STD benefit allowed under the Plan. If your STD benefits are denied for any reason prior to receiving the maximum benefit, you have not "exhausted" your STD benefits and you are not eligible for LTD benefits.

Part-time employees are not eligible for LTD, but may be eligible for Permanent and Total Disability benefits (see page 72). Additionally, accrued vacation may be used.

When Is LTD Coverage Effective?

LTD coverage is generally effective on the date your other coverage is effective. However, it could be delayed under certain circumstances. If you increase your coverage for any reason and are ill or injured and absent from work on the date the increased coverage would otherwise start, the newly elected coverage will not be effective until after you return to work for at least one full day. You are considered "absent from work" for these purposes even if you perform limited work from home while you are ill or injured. If the increased coverage never becomes effective because you do not return to work, you will continue to be covered at the option level that was in effect prior to the requested increase.

LTD Benefits

LTD benefits pay a percentage of your monthly Base Pay depending on the option you select. You may use vacation pay accrued prior to your disability to bring your benefit up to 100 percent.

For hourly paid employees, your monthly Base Pay is calculated by multiplying your average weekly straight-time pay by 52 weeks, then dividing by 12 months.

If you are a Specialist or Management employee, Base Pay is your regular weekly, semi-monthly or monthly pay, excluding any overtime, bonuses or incentives.

Your base pay as of July 31 of the previous year (or your hire date, if later) is used to calculate your LTD price. Your price and coverage level will not change during the year even if your base pay changes.

Important Note About LTD Coverage

You're responsible for any LTD costs based on your option, even if costs exceed available credits. If you fail to enroll for LTD coverage, you will be assigned Option 3 and will be responsible for any costs associated with the coverage.

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You have three LTD options from which to choose. Flex Credits are used to purchase LTD coverage. Credits are available even if you do not elect medical coverage.

- Option 1 — 50% of monthly base pay
- Option 2 — 60% of monthly base pay
- Option 3 — 60% of monthly base pay to a maximum of 5 years

It's important to note that with Option 3, benefit payments cease at the end of five years even if you are still disabled.

If you are a newly eligible employee who does not make an election, you will be assigned Option 3 — 60 percent of monthly base pay to a maximum of five years. You're responsible for any LTD costs in excess of any available credits.

No Coverage Option

If you meet certain age and years of service requirements, you will have a No Coverage option. Before electing the No Coverage option, you must verify that you are (or will be as of January 1 in the case of annual enrollment) at least age 55 with 10 years of UPS Retirement Plan vesting service or age 65 with five years of UPS Retirement Plan vesting service. It is your responsibility to ensure that you have the adequate years of vesting service for your age, even if you are offered a No Coverage option. You can determine your years of vesting service at *Planning Your Financial Future*. Find the link at UPSers.com.

If you elect No Coverage for LTD, any Flex Credits will be reduced by your applicable LTD credits.

Two-Year Rule

There is a two year lock-in period for the LTD election you make. This means that you must keep your election for two years before you can change your election. For newly eligible employees, a partial year counts as a full year.

Who Qualifies for LTD Benefits?

For the first 24 months of disability under LTD, you are considered disabled if Broadspire determines that you:

- are unable to perform the material and substantial duties of your regular occupation due to an illness or accidental injury

After 24 months of payments, you will be considered disabled if Broadspire determines that you:

- are unable to perform the material duties of any gainful occupation for which you are reasonably qualified based on your education, training or experience, except for psychiatric benefits, which end at 24 months

Gainful occupation means any occupation for which you are reasonably qualified based on education, training or expertise at which you could earn at least 60 percent of your pre-disability Base Pay.

Residual Disability

During the first 24 months of LTD, the Plan will pay a residual benefit if you return to work, at the Company or another employer, while recovering from a disability. You will be considered residually disabled if you perform any work for wage or profit while disabled. The benefit you receive from LTD will be calculated as follows:

- your LTD benefit minus
- 75 percent of any earnings you receive while you are disabled

Your residual earnings from all sources, combined with your LTD payment, may not exceed 100 percent of your pre-disability earnings (including earnings from other employers). Your LTD payment will be reduced by any amounts in excess of your pre-disability earnings.

During the first 24 months of disability under LTD, if Broadspire and the Company determine that you can return to work for the Company under a residual disability program, and you fail to do so, your LTD benefit payment will be offset by the amount you would have received as a residual disability benefit. For purposes of this return-to-work program, you may be asked to return in any position for which you are reasonably qualified based on your education, training or experience. If you return to work under a residual disability program, that time at work counts as part of your overall disability period. This means that your time at work under a residual disability program will not extend your disability period maximum.

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Disability Benefit Offsets

Your LTD benefit will be reduced in full by any disability or retirement income or earnings you may receive (subject to the residual disability provisions), or be eligible to receive, including:

- any amount received from a compulsory state disability plan
- any residual disability/return-to-work amounts that you may be eligible to earn
- any amount you receive from another group insurance plan (individual insurance plans are not offset)
- any no-fault or third-party settlement
- any primary benefits received under the U.S. Social Security Act
- any Workers' Compensation benefit
- any incorrectly paid STD or LTD benefits

It is a requirement of the Plan that you apply for the Social Security disability insurance benefit as well as any state-provided disability benefits to which you may be entitled. You are also required to appeal any denials by the Social Security Administration. If you do not apply, or appeal denials, the claims administrator will estimate the Social Security amount and/or state-provided disability benefit that you could have received and offset your benefit by that amount.

Should you receive a lump sum payment (from Social Security, a Workers' Compensation, no-fault, or third-party settlement related to your injury or illness, for example), your disability benefit will be fully offset until the full amount of the settlement that represents disability benefits has been completely offset. For example, if you receive a $100,000 settlement (that represents disability benefits), and your LTD benefit is $1,000 per month after all other offsets have been taken, you would receive no disability benefit from the Flexible Benefits Plan for 100 months, until the full $100,000 had been offset. At that time, your disability benefit would begin again (to the extent you are eligible). If Broadspire is unable to determine the exact amount of the award that represents disability benefits, 50 percent of the award will be considered disability benefits.

Exclusions and Limitations

No LTD benefits are payable from this Plan for any disability that results from:

- intentionally self-inflicted injuries, while sane or insane
- participation in a felony
- war, or act of war (whether such is declared or not), insurrection, rebellion, or participation in a riot or civil commotion
- any vague or undefinable condition that cannot be described by a standard medical nomenclature diagnosis
- substance abuse and alcoholism conditions
- psychiatric conditions, except during the first 24 months of LTD
- any disability that begins prior to LTD coverage under the Plan

Additionally, the Internal Revenue Code limits the compensation that can be used in computing long-term disability benefits. The calculation of long-term disability benefits under the Income Protection Plan will be limited to annual base compensation levels not exceeding $200,000, as indexed for inflation. If your annual base compensation exceeds $200,000 per year, you may be eligible for additional LTD benefits under the UPS Coordinating Benefit Plan.

Benefit Termination

LTD benefits will be terminated when an eligible employee reaches age 65, if the date of disability is prior to age 62. If disabled on or after age 62, LTD benefits terminate in accordance with the following schedule:

Disabled at:	*Benefits continue:*
age 61 or younger	To end of month age 65
age 62	for 42 months
age 63	for 36 months
age 64	for 30 months
age 65	for 24 months
age 66	for 21 months
age 67	for 18 months
age 68	for 15 months
age 69 or older	for 12 months

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In addition to the above schedule, there are certain conditions that could cause your LTD benefits to be terminated. These occur when you:

- cease to have a disability as defined by the Plan and as determined by the Plan Administrator
- terminate employment due to a pre-disability scheduled termination date (e.g., because of resignation or a facility closing)
- fail to provide objective medical documentation requested by the Plan Administrator
- fail to comply with a reasonable course of medical treatment and care necessary and appropriate to treat and/or resolve the condition for which you're receiving disability benefits
- fail to comply with an independent medical examination, functional capacity evaluation or other evaluation as may be required by the Plan Administrator
- fail to apply, reapply and appeal any denials of Social Security disability insurance benefits as well as any state-provided disability benefits to which you may be entitled, until all such applications and appeals are exhausted
- fail to comply with a residual disability/return-to-work plan approved by Broadspire and the Company
- begin receiving benefits from the UPS Retirement Plan

Health Care Coverage and LTD

Once your 12-month extension under the Flexible Benefits Plan ends and you are approved for LTD coverage, health care and basic life insurance coverage for you and your eligible dependents and basic AD&D coverage for you is provided through the Retired Employees' Health Care Plan. The Company provides coverage for the first 18 months in the Retired Employees' Health Care Plan. Thereafter you are required to pay the premium for coverage. Any Defined Dollar Benefit (DDB) credits you have accrued through the UPS Retirement Plan at the time of your disability are used to offset your cost. DDB credits accrue only while you are an active employee. See your UPS Retirement Plan SPD for information about DDB credits.

For information about the 12-month extension under the Flexible Benefits Plan, see "Health Care Coverage and STD" on page 94.

You will receive a Summary Plan Description for your LTD healthcare, life insurance and AD&D coverage when you are approved for LTD.

Taxes and Your LTD Benefit

LTD benefits are taxed when paid to you. Broadspire will issue all W-2 forms for any benefits received under the LTD Plan.

How to File a Claim

Your Broadspire case manager for STD will automatically review your case for LTD eligibility. If you do not have a case manager, call Broadspire at 1-866-825-0186.

Remember that STD benefits may be paid weekly, while LTD benefits are paid monthly. Your first LTD payment is prorated to take you through the end of the first month. Each payment thereafter is monthly.

Right of Recovery Provisions

In some situations, you or your covered dependents may be entitled to certain payments from another source following an injury or illness. See page 111 for details on the Plan's right of recovery provisions. In addition, the Plan shall have the right to recover any LTD benefits that are deemed to be paid incorrectly by either direct payment from you or an offset of future benefits.

Permanent and Total Disability (PTD) for Part-Time Employees

If you are not eligible for LTD and you become permanently and totally disabled while you're a participant in the Flexible Benefits Plan, you may be eligible to receive a lump sum benefit from your basic employee life insurance. See "If You Become Disabled" in the Life Insurance section on page 72.

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If Your Claim Is Denied

If your claim for benefits under the Plan is denied, you may have it reviewed in accordance with the following claims review procedures. The procedures will vary depending on the type of benefit claim it is.

Denial of Insured Claims

Certain benefits offered under the Plan are provided through an insurance contract issued to UPS by an insurance carrier. In this case, the insurance carrier is the applicable claims fiduciary with respect to claims for benefits provided under the insurance contract. This means that neither the Company nor UPS has any discretionary authority with respect to benefit claims that are insured by an insurance carrier. If your claim for an insured benefit is denied under the Plan, you should refer to the applicable policy or Certificate of Coverage provided by the carrier, or contact the insurance carrier for more information on the applicable claims procedures. The Fiduciary Chart below identifies which claims should be submitted to the insurance carrier.

Denial of Other Claims

If the denied claim is one for which the UPS Claims Review Committee (the Committee) makes the final decision (see chart below), the following claims review procedures apply.

Fiduciary Chart

If you are covered by:	*Appeal 2nd level to UPS*	*If you are covered by:*	*Appeal to insurance carrier*
Aetna	x	Dental, Option 3 (Aetna)	x
CIGNA	x	Kaiser Permanente	x
Blue Cross/Blue Shield	x	Group Health Cooperative	x
United Healthcare	x	Life Insurance, AD&D (Prudential)	x
Solutions	x	Signature LegalCare	x
Medco Health Solutions	x	Liberty Mutual	x
Vision Service Plan	x	Cancer Insurance (AFLAC)	x
Spending Accounts	x	Long-Term Care (MetLife)	x
Humana, Choice Care/Humana	x	Employee Assistance Program	x
Dental, Option 1,2	x		
Income Protection Plan	x		
Adoption Assistance	x		

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Exhibit 21

Qualification for STD benefits is subject to you (or your physician at your request) providing objective medical information to Broadspire that supports your disability. You may also need medical approval prior to returning to work.

The fact that UPS has approved a leave of absence, made an accommodation (per ADA rules) or does not allow you to return to work in another position as a result of an injury or illness does not mean that you are "disabled" as defined by the Income Protection Plan.

If you can't return to work when your benefits end, and you are not eligible to apply for LTD, you may be eligible for Permanent and Total Disability coverage. See page 72 for details. You should also contact your manager to keep him or her informed of your return-to-work status. If you are eligible for long-term disability benefits, Broadspire will automatically review your case for LTD coverage, or you may call Broadspire to discuss your eligibility for LTD.

Residual Disability/Return to Work Program

The Plan will pay a residual benefit if you return to work, at the Company or another employer, while recovering from a disability. You will be considered residually disabled if you perform any work for wage or profit while disabled as defined by the Plan. The benefit you receive from STD will be calculated as follows:

- your STD benefit minus
- 75 percent of any earnings you receive while you are disabled

Your residual earnings from all sources, combined with your STD payment, may not exceed 100 percent of your pre-disability Base Pay and any earnings (including earnings from other employers). Your STD payment will be reduced by any amounts in excess of your pre-disability earnings.

If Broadspire and the Company determine that you can return to work for the Company under a residual disability program, and you fail to do so, your STD benefit payment will be offset by the amount you would have received as a residual disability benefit.

For purposes of this return-to-work program, you may be asked to return in any position for which you are reasonably qualified based on your education, training or experience.

If you return to work under a residual disability program, that time at work counts as part of your overall disability period. This means that your time at work under a residual disability program will not extend your disability period maximum.

Disability Benefit Offsets

California and Rhode Island have state-administered disability benefits. In these states, the Plan offsets your STD benefits by the amount of the state plan benefits so that the combined amount paid by the Income Protection Plan and the state plan would be no more than the amount the Plan would pay if there were no other coverage. Unless you provide documentation that you are not receiving state disability benefits, your Income Protection Plan benefit will automatically be offset.

Hawaii, New Jersey and New York have state-mandated benefits. In these states, the amount paid to you will be the greater of either the state-mandated benefit or your STD benefit, but not both.

Additionally, your STD benefit will be reduced by the full amount of other earnings (subject to the residual disability provisions), disability income or retirement income you may receive, or be eligible to receive, including:

- any residual disability/return-to-work amounts that you may be eligible to earn
- any amount you receive from another group insurance plan (individual insurance plans are not offset)
- any disability benefits received from the Veterans Administration
- any work-loss provision of a no-fault or third-party benefit or settlement
- any primary benefit received under the U.S. Social Security Act
- any Workers' Compensation payment

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Exhibit 22

mckenzie michelle (mas2mxm)

'om:	ADS-UPSWKAB@AETNA.COM
:nt:	Thursday, July 05, 2007 2:16 PM
To:	Marshall Wendy (THH6WEM); mckenzie michelle (mas2mxm)
Cc:	Caldwell@aetnaprod.add.net; Danielle.M@aetnaprod.add.net
Subject:	Disability Verification, EE: JOHN K WELCH, DIV: 0726

This is to inform you that JOHN K WELCH reported a Short Term Disability claim to Aetna on 07/02/2007 for a disability beginning 7/2/2007.

PLEASE PROVIDE DISABILITY VERIFICATION FOR INFORMATION BELOW WITHIN 2 BUSINESS DAYS.

Date: 07/05/2007

EE Name: JOHN K WELCH

Region/District: 0726

Work State: New York

Employee's ID Number: 0366165

lan: FLEXIBLE BENEFITS PLAN

Claim Number: 803312

EE Pref Cont #: 516/220-2227

Confirm EE's First Date of Absence: 07/02/2007

Confirm EE's Last Scheduled Work Date: 06/29/2007

Please note any scheduled vacations, holidays, or discretionary days:

Is this disability work related: ____________

What is the EE's current work status? (Select one)

________________ At Work

________________ Not at Work

If At Work: Confirm EE return to Work Date: ________________________

If At Work: Did the employee return full hours? ________________

If At Work: Does the employee have any restrictions? ___________

If Yes: Complete Restrictions/Comments:

What is the Employee's work schedule? (Please make selection)

__________ Full Time

__________ Days

__________ Nights

__________ Part Time If part time, Indicate hours per week __________

__________ Evenings

__________ Rotating shifts

Days worked: __Sun __Mon __ Tue __Wed __Thu __Fri __Sat

Hours per week:____________

as the employee given you an expected return to work date? ____________

If Yes: Confirm expected return to work date ______________________

Confirm EE's job title at time of disability: UFRE

Does the job require DOT certification?____________

Is the EE in a Combo Job?_______________

If yes, indicate job titles:____________

Essential Job Function Page #:________ Aetna uses page #_________

What are the physical requirements of the EE's job? (Please make selection)

____________ Light Work

____________ Heavy Work

____________ Medium work

____________ Sedentary Work

____________ Very Heavy Work

Have any Job Duty Accommodations or Restrictions been made prior to the disability?
____

If Yes: What are the restrictions? ______________________

If Yes: Are the restrictions permanent? ______________________

ER Closing

If you have any questions or comment, please list in the space provided:

We anticipate a claim decision on or before: 07/14/2007

Claim owner Name: DANIELLE CALDWELL

Claim owner Phone: 1-866-825-0186 extension 6932693

Claim owner Fax: 1-860-907-4441

This e-mail may contain confidential or privileged information. If you think you have received this e-mail in error, please advise the sender by reply e-mail and then delete this e-mail immediately. Thank you. Aetna

Exhibit 23

To: File
From: Michael Ridolfi
Subj.: John Welch
Date: January 4, 2008

At meeting was held today with John Welch in the Island City facility. Present at the meeting were myself, the Northeast Region Occupational Health Manager Valerie Ballowe, and the Long Island District Occupational Health Supervisor Irene Gordon.

The nature of the meeting was to discuss the resolution to John's disability (sleep apnea) and his return from residual disability. I had spoke to John during the week and he had assured me that his sleep apnea had been resolved and that he had the documentation to be released to regular duty. This issue had caused a suspension of his request for accommodation that had commenced in July.

John again assured us that his sleep apnea had been resolved and that his hour restrictions were able to be removed. Prior to the meeting I had asked him if he had medical documentation to substantiate this. He said he did. He did not bring the documents to the meeting.

We reminded him that his Short Term Disability was about to expire (his disability began on July 2, 2007 and was placed on residual on July 27.

He said he felt that the documentation he had was insufficient and that he would contact his doctor to fax over the appropriate documentation.

He was to fax it to the Human Resources office in Maspeth.

Exhibit 24

To: File
From: Michael Ridolfi
Subj.: John Welch
Date: January 7, 2008

At meeting was held today with John Welch in the Melville facility. Present at the meeting were myself, the Northeast Region Occupational Health Manager Valerie Ballowe.

The nature of the meeting was to discuss the resolution to John's disability (sleep apnea) and his return from residual disability. We had met with John on Friday the 4th. At that time John had informed us that he would be able to get updated medical documentation to remove his restriction. Earlier in the day I had stopped by the Maspeth facility to see if his doctor had faxed any notes over the weekend. His doctor had not.

John told us that he had contacted the doctor's office. His doctor was not in, but the office had the message and that when the doctor returned John would be able to get the note.

We reviewed his Short Term Disability status again. His STD had expired. We said we were not going to be hyper-critical over the fact that we did not have the note. We told John that he needed to get the note. If necessary he was to go personally and get the note. We informed him that we would not be able to allow him to work with out the note. We again reminded him that without the note he would transition to Long Term Disability and that he would need to apply for that.

Exhibit 25

January 9, 2008

75 Smith Street
E. Farmingdale, NY 11735
631.756.3841 Tel

John Welch
241 Koehl Street
Massapequa Park, NY 11762

Dear John,

Our records reflect that you began a leave-of-absence due to a non-occupational illness or injury on July 2, 2007. You were approved for short-term disability (STD) benefits under the UPS's Income Protection Plan (IPP), and were returned to work on July 24, 2007 in a Return to Work/Residual Disability capacity.

On January 2, 2008 your Short-term disability (STD) benefits expired under the UPS's Income Protection Plan ('IPP"). Because you are not currently on an approved claim with Aetna, your Return to Work/Residual Disability status also ended. Long-term disability (LTD) covers employees who have exhausted their short-term disability (STD) benefits. It is now your responsibility to (1) immediately submit sufficient information to Aetna to justify a claim for long-term disability (LTD) benefits under UPS's Income Protection Plan (IPP), (2) submit medical information to UPS substantiating your inability to return to your regular work duties sufficient to justify placing you on a personal-leave status, or (3) submit sufficient medical information to return to your regular work duties.

Additionally, as you know, the Company began considering you for an accommodation under its ADA protocol in July 2007. At that time, you indicated that your restrictions were temporary in nature and, as such, your request for an ADA accommodation was suspended. If you are interested in resuming your request for an ADA accommodation, we will need updated medical information from all of your treating physicians. Accordingly, enclosed is a Request for Medical Information form to be completed by your treating physicians and an Authorization for Release of Health Information form to be signed by you. If you are interested in resuming your request for an ADA accommodation, please provide these forms to your physicians.

Any medical documentation can be mailed to Michelle McKenzie, District Occupational Health Administrative Assistant at:

United Parcel Service
46-05 56th Road
Maspeth NY 11378
Attn: Michelle McKenzie

All medical documentation may also be faxed. The fax number is (718)706-2395. If you should have any questions, kindly contact the District Occupational Health Supervisor, Irene Gordon at (631)756- 3828.

Regards,

Kevin DiLibero

Kevin DiLibero
Human Resources Manager
Long Island District

UNITED PARCEL SERVICE

REQUEST FOR MEDICAL INFORMATION
(revised effective 1/1/07)

Employee's Name: John Welch____________________________

A. Instructions

The employee listed above has submitted a request for a job-related accommodation arising out of a medical condition. In order for UPS to assess the employee's request, please complete the following information and return it in the enclosed envelope to:

Michelle McKenzie
Occupational Health – Confidential
46 05 56th Road
Maspeth, NY , 11378
(718) 706 - 3022

If you have any questions relating to the completion of this form or need clarification of any of the information requested, please call the Occupational Health Supervisor, Irene Gordon at (631)756 - 3828. If additional space is necessary, please feel free to attach additional sheets. UPS appreciates your cooperation and assistance.

B. Requested Information

Attached to this form is a description of the essential functions of the employee's current position with UPS. After reviewing this description and evaluating the employee, please answer the following questions.

1. Is the employee currently able to perform all of the functions of his/her position?

_____ Yes _____ No

2. If the answer to Question 1 is "no," using the enclosed essential job functions form, please identify the specific function(s) of the position that the employee is unable to perform.

____

____

____

____

____

____

3. Please identify the diagnosis or describe the condition that precludes or impairs the employee's ability to perform the specific job function(s) identified in response to Question 2.

____

____

____

____

____

a. For each diagnosis or condition identified in Question 3 above, describe in detail the degree or extent of the job restrictions and state the known or expected duration of the job restrictions (e.g., employee's 40-pound lifting restriction is permanent; employee cannot work more than 4 hours per day and/or on a particular shift for two weeks; employee cannot work in an environment over 80 degrees for 3 months etc.).

____

____

____

____

____

b. For each job restriction described in Question 3(a) above, describe the activities that the employee can perform within the restriction (e.g., although the employee cannot lift over 40 pounds, she can lift 10 pounds frequently and 25 to 40 pounds occasionally).

____

____

____

____

____

4. For each diagnosis or condition identified in response to Question 3, are there any medications and/or corrective devices that would enable the employee to perform the functions of the position?

_____ Yes _____ No

5. If the answer to Question 4 is "yes," please identify or describe the medications or corrective devices that would enable the employee to perform the functions of the position and state whether the employee is presently taking such medications and/or utilizing such corrective devices.

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6. Questions 1 through 5 above focus on the employee's ability to work. Do any of the diagnoses or conditions identified in response to Question 3 substantially limit the employee's ability to perform any major life activities other than working, such as caring for him/herself, performing manual tasks, walking, seeing, hearing, speaking, breathing, reproducing, learning, etc.?

_____ Yes _____ No

7. If the answer to Question 6 is "yes," please identify all of the major life activities affected by the diagnosis or condition and describe the manner in which the diagnosis or condition limits each activity.

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8. If the answer to Question 6 is "yes," please state whether there are any medications and/or corrective devices that would enable the employee to perform the activities and, if there are, state whether the employee is presently taking such medications and/or utilizing such corrective devices.

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9. In the space provided below, please identify any tests or other diagnostic tools that were used to determine this employee's abilities or the nature of his/her impairment, including the names of the tests or diagnostic tools and the dates on which any such tests or tools were administered to the employee.

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____
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Name: ______________________ Date: ______________
(Please Print)

Address: ______________________
____

Signature: ______________________________ Telephone No. ________________

United Parcel Service
AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

Part 1: Information About the Use or Disclosure of my Health Information

I authorize the use or disclosure of my individually identifiable health information as described below. *I understand that this authorization is voluntary and I have the right to revoke it at any time by submitting a written notification to the person/entity I authorize to disclose the information in Item 2.*

1. Individual's Name: ______________________ Identification Number: ______________
2. Persons/organizations authorized to disclose the information: ______________________
   ____
3. Persons/organizations authorized to receive the information: ______________________
   ____
4. Specific description of the information to be used or disclosed: ______________________
   ____
5. Specific purpose of the disclosure: ________________________________
   ____
6. This authorization will expire______________ (indicate date or event relating to you personally or the purpose of the authorization).

Part 2: IMPORTANT INFORMATION ABOUT YOUR RIGHTS

I have read and understand the following statements about my rights:

- I am not required to sign this form. Moreover, I am not required to sign this form to receive my health care benefits (enrollment, treatment or payment) or health care from a health care provider (except where the sole reason for the treatment is to create information to provide to a third party such as a fitness for duty exam). However, I understand that if I refuse to sign this authorization, there may be employment-related consequences, including a denial of any request I have made under the Americans with Disabilities Act (ADA).
- I may revoke this authorization at any time prior to its expiration date by submitting a written notification to the person/entity identified in item 2 above. I am aware that the revocation will not have any effect on information already used or disclosed before receiving my revocation.
- I may see and copy the information described on this form if I ask for it.
- I understand that once my individually identifiable health information is disclosed to the individuals or entities listed above, it is no longer protected by the privacy requirements in HIPAA and they may re-disclose my health information to any other party for the purpose specified in No. 5 above.

Part 3: Signature of Participant or Participant's Representative

_______________________________________ ______________________

Signature of Individual or Representative Date | Date

(Form MUST be completed before signing)

_______________________________________ ______________________

Name of Individual's Representative | Relationship to the Individual

(Please Print) | *(List authority for status as representative)*

Rev. 1/1/07